

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS  
OF AMERICA (UAW),

Plaintiff,

v.

GENERAL MOTORS LLC,

Defendant.

**COMPLAINT**

**NATURE OF CASE**

1. This is an action brought under §301 of the Labor Management Relations Act (“LMRA”) 29 U.S.C. §185, for breach of a labor contract to which the Plaintiff, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (the “UAW”) and the Defendant, General Motors LLC (the “Company”) are parties. The UAW brings this §301 action to remedy the Company’s failure to honor its obligation to utilize Appendix A of the National Collective Bargaining Agreement, entitled Memorandum of Understanding

Employee Placement, to staff the Fort Wayne Assembly Plant. There are approximately 1,000 employees with contractual seniority rights (“seniority employees”) currently on layoff nationwide who have Appendix A rights, including 690 seniority employees laid off at Lordstown Assembly, many of whom have applied to transfer to openings at Fort Wayne Assembly. The Company, however, is circumventing the parties’ agreement on employee placement by employing temporary employees at Fort Wayne Assembly rather than transferring laid-off seniority employees under the provisions of Appendix A – Memorandum of Understanding Employee Placement.

#### JURISDICTION AND VENUE

2. This Court has jurisdiction over this lawsuit pursuant to 29 U.S.C. §185 and 28 U.S.C. §1331.

3. Venue lies in this District pursuant to 29 U.S.C. §185 and 28 U.S.C. §1391(b).

#### PARTIES

4. Plaintiff is a labor organization representing employees of an employer in an industry affecting commerce under 29 U.S.C. §185.

5. The offices of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America are at 8000 East Jefferson Ave., Detroit, MI 48214.

6. The Defendant Company is a Delaware Corporation that employs various individuals represented by Plaintiff for the purpose of collective bargaining.

7. The Company is an employer in an industry affecting commerce under 29 U.S.C. §185.

8. The Company's principal offices are located at 300 Renaissance Center, Detroit, Michigan 48265, and it also has extensive operations within this District. The Company owns and operates the Lordstown Assembly plant in Lordstown, Ohio, Trumbull County.

#### FACTS

9. The UAW and the Company are parties to a National Collective Bargaining Agreement (the "Agreement").

10. The duration of the Agreement between the UAW and the Company is from October 25, 2015 until 11:59 p.m. (eastern time), September 14, 2019. A true and correct copy of the Agreement is attached as Exhibit A and is incorporated herein by reference.

11. The Agreement states in Appendix A – Memorandum of Understanding Employee Placement:

It is recognized that the hiring of new employees in one location while there is a surplus of seniority employees in other locations is not in the best interest of the parties. Therefore, the parties will provide eligible seniority laid-off and active seniority employees an opportunity to relocate to UAW-GM facilities outside of their area, with particular emphasis on placing employees from closed or idled facilities.

Agreement, Appendix A, p. 169.

12. The Agreement also states in Appendix A:

Temporary Employees can be utilized, with approval of the National Parties, as vacation replacements and on other occasions such as, but not limited to, product launch, hunting season, and awaiting transfer of laid off employees from other locations.

See Agreement, Appendix A, Attachment B – Workforce Composition, Section C, p. 189.

13. On May 31, 2018, the UAW approved the Company's request to employ temporary employees (the "temporary group") at Fort Wayne Assembly through August 31, 2018 to support the launch of a new pickup truck.

14. The Company asked the UAW to agree to extend the employment of the temporary group until February 28, 2019. The UAW rejected this request

and, instead, conditionally agreed to extend the temporary group through December 31, 2018 provided that the Company presented a plan to eliminate the temporary group by that date and transfer seniority employees to Fort Wayne Assembly under the provisions of Appendix A – Memorandum of Understanding Employee Placement.

15. On or around October 31, 2018, the Company presented a plan to the UAW which did not eliminate the temporary group until May 2019. In response, at the same meeting, the UAW informed the Company that it would only approve the employment of the temporary group through November 30, 2018.

16. By allowing the use of the temporary group through November 30, 2018, the UAW afforded the Company adequate time to transfer seniority employees to Fort Wayne Assembly in accordance with Appendix A – Memorandum of Understanding Employee Placement.

17. On multiple occasions including, but not limited to, November 13, 2018 and by letter dated November 30, 2018, the UAW reiterated that the Company did not have the UAW's approval to employ the temporary group past November 30, 2018. Nevertheless, the Company continues to employ the temporary group instead of transferring seniority employees to Fort Wayne

Assembly in accordance with Appendix A – Memorandum of Understanding Employee Placement.

18. There are approximately 1,000 seniority employees on layoff nationwide who have Appendix A rights, including 690 employees laid off at Lordstown Assembly many of whom have applied to transfer to openings at Fort Wayne Assembly.

CLAIM FOR RELIEF

(Breach of Contract, Under 29 U.S.C. §185)

19. The allegations in Paragraphs 1 through 18 above are re-alleged and incorporated herein by reference.

20. The Agreement between the UAW and the Company including Appendix A – Memorandum of Understanding Employee Placement is a “contract [] between an employer and a labor organization representing employees in an industry affecting commerce” within the meaning of LMRA §301, 29 U.S.C. §185.

21. The Company violated the Agreement by extending the employment of the temporary group past November 30, 2018 without approval of the UAW.

22. The Company violated the Agreement by employing the temporary group instead of transferring seniority employees to Fort Wayne Assembly in

accordance with Appendix A – Memorandum of Understanding Employment Placement.

PRAYER FOR RELIEF

WHEREFORE, the UAW respectfully requests that this Court:

A. Find and declare that the Company is in breach of its contractual obligations under the Agreement by extending the employment of the temporary group past November 30, 2018 without approval of the UAW.

B. Order the Company to cease using the temporary group, transfer seniority employees to Fort Wayne Assembly in accordance with Appendix A – Memorandum of Understanding Employee Placement and make affected seniority employees whole for all losses resulting from the Company's breach of contract, including, but not limited to, back wages, benefits, relocation allowances and seniority credit.

C. Order such other and further relief as this Court may deem appropriate.

Respectfully submitted,

/s/ JOYCE GOLDSTEIN

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Date: January 2, 2019

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